

ORIGINAL

PATRICIA ELIZABETH NOSIE
PO BOX 3811, LIHU'E, HAWAII 96766
(808) 346-9715
Plaintiff Pro Se

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JUL 28 2010

at 2 o'clock and 1 min
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

PATRICIA ELIZABETH NOSIE,
Plaintiff,

vs.

ASSOCIATION OFFLIGHT
ATTENDANTS - CWA, AFL-CIO,
Defendant

) Civ. No. 10-00062 ACK-LEK

) The following Exhibits

) handwritten by Plaintiff: (pen)

) *Exh. B; Exh. C; Exh. D;

) Exh. E-1 thru E-12;

) Exh. F; Exh. G1-G4.

) *No Exh. A.

) [REDACTED] (pen)

) [REDACTED] (pen)

AMENDED LAWSUIT TO SHOW CRUEL AND BAD FAITH
ACTIONS AGAINST PLAINTIFF, WHO IS SEEKING RELIEF
UNDER FEDERAL JURISDICTION

I. Statement for Relief

I, PATRICIA ELIZABETH NOSIE, Plaintiff (I), was victimized on October 31, 2007 by the cruel termination put upon me by *go! Airlines/ owned by Mesa Airlines (Company, and go!, as necessary), which has a Collective Bargaining Agreement (CBA) with the ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO (Defendant). I was re-victimized on June 11, 2008 when Defendant notified me via letter that my grievance would not be arbitrated to break a deadlock, and on again August 6, 2008 when Defendant notified me via another letter in response to my Appeal information request: that "There is no appeal process for such a decision...." Both letters** included what I perceived

to be a very callous invitation to pursue arbitration on my own if I wanted to, and making it clear that I would have to bear all the costs. That was devastating for me to read because I have been struggling financially ever since my termination from Company, having never made again the dollar amount I was making as an FA, and subsequently facing times without unemployment compensation, and/or with only a few hours a week of part-time work as is the case presently.

(*I filed a lawsuit against Company on January 6, 2010 and was informed they are filing bankruptcy.) ~~I attach the Order of~~ (pen)

~~I attach the Court Judge Watanabe as Exhibit A~~ (pen)

(**I attach these letters from Defendant as Exhibit B.)

I am seeking Relief in all forms this Honorable Court and Jury deem appropriate for the undue suffering I am still experiencing as a result of what I stated above (details forthcoming). My understanding of Title VII and its Amendments, and the ADEA is that they are in place to protect disadvantaged individuals from harmful and bad faith actions by employers and unions. I am an African-American Woman with Dark Brown Skin and was over 40 years of age at the time I was a victim of Defendant's cruelty. I Begin Now with the details of what I suffered:

II. Details

1. What Company did:

On October 31, 2007, Company terminated my employment as a Flight Attendant (FA) stating I had too many occurrences.* What Company didn't tell me was that they were also terminating me due to two (2) character-damaging letters from go! Pilots written on October

23, 2007 (Letters), which act was a violation of the CBA** (I only learned of these letters when an unemployment [UI] rep told me about them as having been in the backup Company sent to UI as to why I was terminated.)

(*I am attaching as Exhibit C copies of the three [3] disciplinary action warnings (Warnings) I received and how I didn't notice, because of the distress I was under, that the 1st and 2nd warnings were for the same occurrences, which shows me Company was intent on terminating me and not interested in helping me succeed as their newest FA.)

(**I attach as Exhibit D copies of the pilots' letters and Section 26 General - C of the CBA.)

Background:

(To reduce repetition, Company's background is outlined below within Defendant information.)

2. What Defendant did:

On October 26, 2007 I received a call from Defendant's rep Jamie McClay (Rep Jamie)--and I was grateful for her call because I was so distressed after hearing the previous day that I was being called into a meeting at Company's Honolulu corporate office in full-uniform with all my flight crew gear (FAA manual, etc.) that same morning, but I was given no details as to what the meeting was about, only being told by the person I spoke with that she was not authorized to give me any information. My heart sank and I was nauseous, and I left voicemails at go!'s corporate office that I was too sick to make it out there.

Upon speaking with Rep Jamie, she questioned me about the

discipline action I had received and I gave her details.* She wanted to know if I had ever been asked to sign anything on an aircraft (AC), and I said yes, by CD Laurite (CD), Company's go! CEO or COO.***

(*Ultimately Rep Jamie told me that it is against policy for supervisors to have FAs sign Warnings on ACs and that she would write my Grievance Statement [GS] to reflect that and that the wording might be confusing, but that that's what wins. Nowhere in my information to Defendant do I state any problem with signing Warnings on the AC *because* I did not know that was against policy and, furthermore, I couldn't find anything addressing such a policy in the CBA Defendant provided me. I attach as Exhibit E-1 through E-12 my emails to Defendant, some are attached with Defendant responses to me. Within these emails are reports of how I suffered without help from Company to resolve issues impeding my success as an FA, as well as desperately informing Defendant of the Letters, and sadly many self-deprecating words that spewed from me during my desperate time of trying to keep my FA Wings:

E-1=October 26, 2007, I reported much of what had been my FA experience with Company to that point: no Hawai'i-specific training, etc.;

E-2=October 30, 2007, more FA issues presented: pilots pressuring me to hurry and making dangerous take-offs while commissary supplies had not been secured, nor had I been notified to buckle-up in my jumpseat, etc.;

E-3=November 1, 2007, more FA issues presented: I was

never provided SIDA badging, which is imperative for a Flight Crew (FC) member to have to get onto the tarmac and to the AC in a timely manner, and Company would never authorize any help that I needed to succeed as an FA, etc.;

E-4=November 15, 2007: getting desperate from not hearing back from Defendant and notified same I have to seek help also from other sources (NAACP, EEOC, etc.) because time was running out to have my GS turned in and I had not received a copy to approve, nor had Defendant gotten back to me about was discovered in my Personnel File, which I had given same authorization to get, etc.;

E-5=November 15, 2007: "sorry hon..." response to above-referenced email from Defendant, which contained no mention of the Letters or my Personnel File investigation...I was so distressed about these apparently willful acts of not addressing my concerns;

E-6=November 23, 2007: email from Defendant that my GS had been filed, but still no response about the Letters and my Personnel File, even though my attached email to same states I had been to the ER twice since being denied unemployment benefits, which I had previously informed same was based mostly on the Letters.

E-7=November 23, 2007: in my shocked state of survival-mode, I focused on wanting to know when I would get to see the GS and other procedural questions;

E-8=November 29, 2007: Defendant informs me via email

that my grievance has been withdrawn “due to the fact that you stated on company email that you requested those papers to be brought to the AC for the signing.”...two things are very disturbing about this explanation: [1] upon review of that email (which I could not even recall at the time and was shocked to see recently in the backup Defendant’s Attorney sent as backup during the EEOC inquiry, **which email is attached as Exhibit F** and is from August 13, 2007, the attached email to mine is from Linda Brown (LB), an FA supervisor who requested that I contact CD to “set up a time to meet and sign,” and my whole email in context showed I offered a better meeting plan, but CD had come to my AC before (as shown by my words “...if you can come out to my flight again for me to sign...” and I was trying to be as accommodating to the powers-that-be as possible while trying to keep my FA Wings and, [2] I had previously email Defendant on October 26, 2007 [Exh. E-1, point 11] that I was shocked that CD would just jump on the AC and have me sign the Warning;

E-9=December 1, 2007, I emailed another Defendant rep, Andrew Kothlow (Rep Andrew...Rep Jamie’s time with me ended after Exh. 8 where she directs me to contact Rep Andrew) to ask what had happened and why I wasn’t able to write my own GS and other desperate issues, resulted in Defendant re-opening my Grievance;

E-10=December 11, 2007, email from Defendant with his

info of where to send my GS, along with my attached email giving Rep Andrew authorization to full access of my Personnel File;

E-11=February 28, 2008: email response from Defendant of sympathy for my attached email informing him of the death of my Gramma Marie and how stressful my life still is, along with my GS;

E-12=(not sure of date of Defendant's email, but it is attached to my April 17, 2008 also attached to my April 12, 2008 emails): Rep Andrew is informing me of his busy schedule in response to my desperate email about "if you were in my shoes..." as I still tried to get help from Defendant...I never received any investigative meetings with Defendant about my troubling circumstances, and it appears as if Defendant already knew no help would be provided to me.)
our car.)

III. Why I Claim Title VII and its Amendments, ADEA, and Bad Faith Violations:

I believe the evidence I have presented speaks on my behalf of the willful and bad faith way Defendant sided with the Company that had terminated me without giving me any supervisory meetings, and which Company had also violated the CBA--and Defendant never held an investigative process with me to acknowledge what I was suffering from, nor did same ever try to correct the damage done by the Letters.

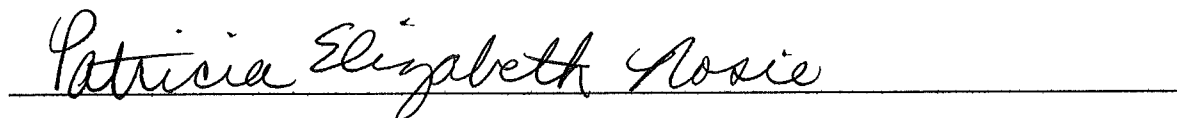
I did my best as a new FA (I attach Exhibits G-1 through G-4 to

show a sampling of the compliments I received from our PAX (many others promised to contact Company). I believe a meaningful investigation into what I was going through would have culminated in my regaining my FA Wings. If Defendant does not admit to discrimination and bad faith dealings with me, I ask again that the evidence I have presented herein be able to Speak the Discrimination they won't admit...I cannot come up with any good reasons why Defendant should have sided with Company against me and willfully kept resolution from me of Company's violation of CBA regarding the Letters.

IV. Conclusion:

As it stands now, I am at the Mercy of this Court to direct my lawsuit as it Deems fit and purposeful for me to gain Relief for the distress that almost cost me my Life in November of 2007 when I was denied life-saving unemployment benefits due to the Letters. I have also suffered emotionally and mentally and physically in all areas of my Life.

Submitted with much Aloha and Mahalo this day of July 27, 2008 by,



Patricia Elizabeth Nosie/Plaintiff Pro Se

To:

His Honorable Judge Alan C. Kay

Her Honorable Judge Leslie E. Kobayashi

Defendant's Attorneys